

File Number 0070521-7

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

ALLURE COMMUNICATIONS, L.L.C.,
HAVING ORGANIZED IN THE STATE OF ILLINOIS ON SEPTEMBER 05, 2002,
APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED
LIABILITY COMPANY ACT OF THIS STATE RELATING TO THE FILING
OF THE ARTICLES AND PAYMENT, AND IS ORGANIZED TO TRANSACT
BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I, hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 5TH
day of SEPTEMBER ***A.D.*** 2002.

Jesse White

SECRETARY OF STATE

**OPERATING AGREEMENT
OF
ALLURE COMMUNICATIONS, LLC
AN ILLINOIS LIMITED LIABILITY COMPANY**

This Amended and Restated Limited Liability Company Operating Agreement (this "Agreement") for Allure Communications, LLC, an Illinois limited liability company (the "Company"), is made and entered into this 10th day of June, 2002, by and among the Persons who on that date are Members of the Company.

**ARTICLE I
DEFINITIONS**

Capitalized words and phrases used in this Agreement have the following meanings:

(a) "Act" means the Illinois Limited Liability Company Act [805 ILCS 180/1-1 *et seq.*] as amended from time to time.

(b) "Articles of Organization" means the Articles of Organization of the Company as filed with Secretary of State of Illinois and as amended from time to time.

(c) "Capital Account" means an account maintained in accordance with Article IV.

(d) "Capital Contribution" means the amount recorded in the Required Records of the Company as of the date of this Agreement for each Member plus the amount of money and the fair market value of any property contributed to the Company by a Member after the date of this Agreement.

(e) "Code" means the Internal Revenue Code of 1986, as amended from time to time, or corresponding provisions of subsequent superseding federal revenue laws.

(f) "Company" means Accord Communications, LLC

(g) "Deficit Capital Account" means with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the taxable year, after giving effect to the following adjustments:

- (1) Credit to such Capital Account any amount which such Member is obligated to restore under Section 1.704-1(b)(2)(ii)(c) of the Treasury Regulations, as well as any addition thereto pursuant to the penultimate sentence of Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Treasury Regulations, after taking into account thereunder any changes during such year in minimum gain (as determined in accordance with Section 1.704-2(d) of the Treasury Regulations) and in the minimum gain attributable to

any Member for nonrecourse debt (as determined under Section 1.704-2(i)(3) of the Treasury Regulations); and

- (2) Debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Treasury Regulations.

(h) "Distributable Cash" means all cash, revenues and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company:

- (1) All principal and interest payments on indebtedness of the Company and all other sums paid to lenders;
- (2) All cash expenditures incurred in the normal operation of the Company's business;
- (3) Such Reserves as the Manager deems reasonably necessary for the proper operation of the Company's business.

(i) "Distributional Interest" means an economic interest in the Company including a share of the Company's Net Profits, Net Losses and distributions of the Company's assets pursuant to this Agreement, but does not include any right to participate in the management or affairs of the Company, including, the right to vote on, consent to or otherwise participate in any decision of the Members.

(j) "Economic Interest Owner" means a Person who has a Distributional Interest in the Company but who is not a Member. Will exclude spouses or direct lineal transfer due to death / disability of member.

(k) "Entity" means any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust or foreign business organization.

(l) "Gifting Member" means any Member who gifts, bequeaths or otherwise transfers for no consideration (by operation of law or otherwise, except with respect to bankruptcy) all or any part of its Membership Interest.

(m) "Majority Interest" means the Percentage Interests of one or more Members which in the aggregate exceed 50% of all Percentage Interests.

(n) "Manager" means an individual duly elected under Section 7.3 to manage the business and affairs of the Company. References to the Manager as him, her or it are deemed to include the masculine or feminine reference as the case may be.

(o) "Member" means a Person who has a Membership Interest in the Company and whose ownership is reflected in the Required Records. To the extent a Manager has purchased a Membership Interest in the Company, he will have all the rights of a Member with respect to such Membership Interest, and the term "Member" as used herein includes a Manager to the extent he has purchased such Membership Interest in the Company. If a Person is a Member

immediately prior to the purchase or other acquisition by such Person of a Distributional Interest, such Person has all the rights of a Member with respect to such purchased or otherwise acquired Distributional Interest.

(p) "Membership Interest" means a Member's entire interest in the Company including such Member's Distributional Interest and the right to participate in the governance of the Company, including the right to vote on, consent to, or otherwise participate in a decision or action reserved for the Members under this Agreement.

(q) "Net Profits" and "Net Losses" means the income, gain, loss, deductions and credits of the Company in the aggregate or separately stated, as appropriate, determined in accordance with generally accepted accounting principles employed under the accrual method of accounting at the close of each fiscal year on the Company's tax return filed for federal income tax purposes.

(r) "Operating Agreement" or "Agreement" shall mean this Operating Agreement as originally executed and as amended from time to time.

(s) "Person" means any individual or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so permits.

(t) "Reserves" means funds set aside or amounts allocated to reserves that are maintained in amounts deemed sufficient by the Manager for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

(u) "Required Records" means those records listed in Article VI that the Company must maintain at its principal place of business.

(v) "Selling Member" means any Member that sells, assigns, pledges, or otherwise transfers for consideration all or any portion of its Distributional Interest.

(w) "Treasury Regulations" means the Income Tax Regulations including temporary and final regulations promulgated under the Code, as amended from time to time.

ARTICLE II **FORMATION OF COMPANY**

Section 2.1 Formation of Company

The Members formed a limited liability company on June 10, 2002, pursuant to the provisions of the Act.

Section 2.2 Authorization and Intent of this Agreement

The Operating Agreement is made under Section 15-5 of the LLC Act. The parties to the Operating Agreement have reached an understanding concerning the organization and operation of the Company and its business, and the relationship between the Company's Members and Managers. If any provision of this Agreement conflicts with a default rule contained in the Act, the provisions of this Agreement control and the default rule is modified or negated accordingly. If a provision of this Agreement differs from a provision of the Company's Articles of Organization, then to the extent allowed by law, this Agreement will govern.

Section 2.3 Assent to this Agreement as a Precondition to Becoming a Member

No Person may become a Member of the Company without first assenting to and signing this Agreement. Any act by the Company to offer or provide Member status, or reflect that status in the Company's Required Records, automatically includes the condition that the Person becoming a Member first assent to and sign this Agreement. The Company is obligated not to accept a contribution from or accord Member status to any Person who has not first assented to and signed this Agreement. The Members will determine when and for what consideration the Company will issue additional Membership Interests. A Member may transfer the Member's Membership Interest only as provided in Article X.

Section 2.4 Name

The Company will be conducted under the name of Allure Communications, LLC, or such other name as the Members may from time to time select.

Section 2.5 Principal Place of Business

The principal place of business of the Company shall be at 209 S. Main Street, Mt. Prospect, Illinois 60056. The business of the Company also may be conducted at such additional places as may be designated by the Managers.

Section 2.6 Registered Office and Registered Agent

The Company's registered office shall be at the office of its registered agent at 209 S. Main Street, Mount Prospect, IL 60056. Its registered agent shall be Mark G. Mulroe & Associates, Ltd.. The Managers may change the registered office and registered agent by filing the address of the new registered office and/or the name of the new registered agent with the Illinois Secretary of State pursuant to the Act.

Section 2.7 Term of the Company

The Company will continue perpetually until dissolved in accordance with the provisions of the Agreement and the Act. The latest date the Company is to dissolve is December 1, 2050.

Section 2.8 Purposes of the Company

The purposes of the Company shall be to engage in any lawful act or activity for which limited liability companies may be formed under the Act. The Company shall have all right, power and authority to do any and all acts and things necessary, appropriate, advisable and/or convenient for the furtherance and accomplishment of the purposes of the Company.

ARTICLE III **MEMBER LIABILITY**

Section 3.1 Liability

(a) Each Member's liability shall be limited as set forth in this Operating Agreement, the Act and other applicable law.

(b) A Member will not be personally liable for any debts or losses of the Company beyond its respective Capital Contributions and its obligation to make additional Capital Contributions as provided in this Agreement and as otherwise required by law.

(c) A Member who receives a distribution or the return in whole or in part of its Capital Contribution is liable to the Company only to the extent provided by the Act.

Section 3.2 Additional Contributions

Members may be required to make such additional Capital Contributions as determined by Members owning a Majority Interest from time to time as reasonably necessary to meet the expenses and obligations of the Company. After making such determination, the Managers will provide written notice to each Member of the amount of required additional contribution, and each Member will deliver to the Company its additional contribution no later than thirty days following the date such notice is given. The total additional contribution will be prorated among the Members according to the Distributive Interest each Member has in the Company as of a set date to be specified by the Members. If any Member fails to contribute all or any portion of its pro rata share of the additional Capital Contributions, the Manager will deliver notice to such non-contributing Member, setting forth the outstanding amount. If after 30 days from the date of issuance of such notice the amount remains outstanding, each of the Members, with the exception of the non-contributing Member, will be entitled to contribute to the Company the outstanding amount on a pro rata basis based on its Distributive Interest to be determined without regard to the non-contributing Member's Distributive Interest. None of the terms, covenants, obligations or rights contained in this Section is or will be deemed to be for the benefit of any Person or Entity other than the Members and the Company, and no such third Person will under any circumstances have any right to compel any actions or payments by the Manager(s) and/or the Members.

ARTICLE IV
CAPITAL ACCOUNTS, ALLOCATIONS AND DISTRIBUTIONS

Section 4.1 Maintenance of Capital Accounts

(a) The Company will establish a Capital Account for each Member. The Capital Accounts for existing Members are fixed as of the date of this Agreement and will be adjusted going forward as follows: Each Member's Capital Account will be increased by: (1) the amount of money contributed by such Member to the Company; (2) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Code Section 752); (3) allocations to such Member of Net Profits and Net Losses; (4) allocations to such Member of income described in Code Section 705 (a)(1)(B); and (5) any items in the nature of income or gain that are specially allocated pursuant to Section 4.4. Each Member's Capital Account will be decreased by: (1) the amount of money distributed to such Member by the Company; (2) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Code Section 752); (3) allocations to such Member of expenditures described in Code Section 705(a)(2)(B); (4) allocations to the account of such Member of Company loss and deduction as set forth in such Regulations, taking into account adjustments to reflect book value; and (5) any items in the nature of expenses or losses that are specially allocated pursuant to Section 4.4

(b) In the event of a permitted assignment or transfer of a Membership Interest or a Distributional Interest in the Company, the Capital Account of the transferor will become the Capital Account of the transferee to the extent it relates to the transferred Membership Interest or Distributional Interest in accordance with Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

(c) The manner in which Capital Accounts are to be maintained pursuant to this Section is intended to comply with the requirements of Code Section 704(b) and the Treasury Regulations promulgated thereunder. If the Company determines that the manner in which Capital Accounts are to be maintained pursuant to the preceding provisions of this Section 8.03 should be modified in order to comply with Code Section 704(b) and the Treasury Regulations, then notwithstanding anything to the contrary contained in the preceding provisions of this Section, the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members as set forth in the Operating Agreement.

(d) Upon liquidation of the Company (or any Distributional Interest), liquidating distributions will be in accordance with the positive Capital Account balances, as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs. Liquidation proceeds will be paid within sixty days of the end of the taxable year (or, if later, within one hundred twenty days after the date of the liquidation). The Company may offset damages for breach of this Operating Agreement by a Member whose

interest is liquidated (either upon the withdrawal of the Member or the liquidation of the Company) against the amount otherwise distributable to such Member.

(e) Except as otherwise required in the Act or in this Agreement, no Member shall have any liability to restore all or any portion of a deficit balance in such Member's Capital Account.

Section 4.2 Withdrawal/Return of Capital Contributions

(a) Subject to Article XI, no Member has the right to have its Capital Contribution returned prior to the termination of the Company. Even at termination, the right to return of contribution or redemption is subject to Section 12.3.

(b) A Member shall not receive out of the Company's property any part of its Capital Contribution until all liabilities of the Company have been paid or there remains property of the Company sufficient to pay them.

(c) A Member, irrespective of the nature of its Capital Contribution, has only the right to demand and receive cash in return for its Capital Contribution.

(d) No Member shall be entitled to interest on its Capital Contribution.

Section 4.3 Allocation of Profits and Losses

Net Profits and Net Losses are allocated each fiscal year according to each Member's or Economic Interest Owner's Distributional Interest, as reflected in the Required Records, except as otherwise required by Section 704(b) of the Code for major capital events. For any Distributional Interest not owned by the same person for the entire fiscal year, the allocation will be prorated. The Company will recognize any transfer of a Distributional Interest only to the extent the transfer complies with Article X.

Section 4.4 Special Allocations to Capital Accounts

(a) No allocations of loss, deduction and/or expenditures described in Code Section 705(a)(2)(B) will be charged to the Capital Accounts of any Member if such allocation would cause such Member to have a Deficit Capital Account. The amount of the loss, deduction and/or Code Section 705(a)(2)(B) expenditure which would have caused a Member to have a Deficit Capital Account will instead be charged to the Capital Account of any Members which would not have a Deficit Capital Account as a result of the allocation, in proportion to their respective Capital Contributions, or, if no such Members exist, then to the Members in accordance with their interests in Company profits.

(b) In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Treasury Regulations, which create or increase a Deficit Capital Account of such Member, then items of Company

income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year and, if necessary, for subsequent years) will be specially credited to the Capital Account of such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Deficit Capital Account so created as quickly as possible. It is the intent that this Section 4.4(b) be interpreted to comply with the alternate test for economic effect set forth in Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations.

(c) In the event any Member would have a Deficit Capital Account at the end of any Company taxable year which is in excess of the sum of any amount that such Member is obligated to restore to the Company under Treasury Regulations Section 1.704-1(b)(2)(ii)(c) and such Member's share of minimum gain as defined in Section 1.704-2(g)(1) of the Treasury Regulations (which is also treated as an obligation to restore in accordance with Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations), the Capital Account of such Member will be specially credited with items of membership income (including gross income) and gain in the amount of such excess as quickly as possible.

(d) Notwithstanding any other provision of this Section 4.4, if there is a net decrease in the Company's minimum gain as defined in Treasury Regulation Section 1.704-2(d) during a taxable year of the Company, then the Capital Account of each Member will be allocated items of income (including gross income) and gain for such year (and if necessary for subsequent years) equal to that Member's share of the net decrease in Company minimum gain. This Section 4.4(d) is intended to comply with the minimum gain chargeback requirement of Section 1.704-2 of the Treasury Regulations and will be interpreted consistently therewith. If in any taxable year that the Company has a net decrease in the Company's minimum gain, and the minimum gain chargeback requirement would cause a distortion in the economic arrangement among the Members and it is not expected that the Company will have sufficient other income to correct that distortion, the Managers may in their discretion (and will, if requested to do so by a Member) seek to have the Internal Revenue Service waive the minimum gain chargeback requirement in accordance with Treasury Regulation Section 1.704-2(f)(4).

(e) Items of Company loss, deduction and expenditures described in Code Section 705(a)(2)(B) which are attributable to any non-recourse debt of the Company and are characterized as partner (Member) non-recourse deductions under Section 1.704-2(i) of the Treasury Regulations will be allocated to the Members' Capital Accounts in accordance with Section 1.704-2(i) of the Treasury Regulations.

(f) Beginning in the first taxable year in which there are allocations of non-recourse deductions (as described in Section 1.704-2(b) of the Treasury Regulations) such deductions will be allocated to the Members in accordance with, and as a part of, the allocations of Company profit or loss for such period.

(g) In accordance with Code Section 704(c)(1)(A) and Section 1.704-1(b)(2)(i)(iv) of the Treasury Regulations, if a Member contributes property with a fair market value that differs from its adjusted basis at the time of contribution, income, gain, loss and deductions with respect

to the property will, solely for federal income tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company and its fair market value at the time of contribution.

(h) Pursuant to Code Section 704(c)(1)(B), if any contributed property is distributed by the Company other than to the contributing Member within five years of being contributed, then, except as provided in Code Section 704(c)(2), the contributing Member will be treated as recognizing gain or loss from the sale of such property in an amount equal to the gain or loss that would have been allocated to such Member under Code Section 704(c)(1)(A) if the property had been sold at its fair market value at the time of the distribution.

(i) In the case of any distribution by the Company to a Member or Economic Interest Owner, such Member or Economic Interest Owner will be treated as recognizing gain in an amount equal to the lesser of:

- (1) the excess (if any) of (A) the fair market value of the property (other than money) received in the distribution over (B) the adjusted basis of such Member's/Owner's Distributional Interest in the Company immediately before the distribution reduced (but not below zero) by the amount of money received in the distribution, or
- (2) the Net Precontribution Gain (as defined in Code Section 737(b)) of the Member or Economic Interest Owner. The Net Precontribution Gain means the net gain (if any) which would have been recognized by the distributee under Code Section 704(c)(1)(B) of all property which (1) had been contributed to the Company within five years of the distribution, and (2) is held by the Company immediately before the distribution, if such property had been distributed by the company to another Member or Economic Interest Owner. If any portion of the property distributed consists of property which had been contributed by the distributee to the Company, then such property shall not be taken into account under this Section 4.4(i) and will not be taken into account in determining the amount of the Net Precontribution Gain. If the property distributed consists of an interest in an Entity, the preceding sentence will not apply to the extent that the value of such interest is attributable to the property contributed to such Entity after such interest had been contributed to the Company.

(j) In connection with a Capital Contribution of money or other property (other than a de minimis amount) by a new or existing Member as consideration for a Membership or Distributional Interest, or in connection with the liquidation of the Company or a distribution of money or other property (other than a de minimis amount) by the Company to a retiring Member (as consideration for an Distributional Interest or Membership Interest), the Capital Accounts of the Members will be adjusted to reflect a revaluation of Company property (including intangible assets) in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(f). If, under Section 1.704-1(b)(2)(iv)(f) of the Treasury Regulations, Company property that has been revalued is properly reflected in the Capital Accounts and on the books of the Company at a book value that differs from the adjusted tax basis of such property, then depreciation, depletion, amortization

and gain or loss with respect to such property will be shared among the Members in a manner that takes account of the variation between the adjusted tax basis of such property and its book value, in the same manner as variations between the adjusted tax basis and fair market value of property contributed to the Company are taken into account in determining the Members' shares of tax items under Code Section 704(c).

(k) All recapture of income tax deductions resulting from the sale or disposition of Company property will be allocated to the Member or Members to whom the deduction that gave rise to such recapture was allocated hereunder to the extent that such Member is allocated any gain from the sale or other disposition of such property.

(l) Any credit or charge to the Capital Accounts of the Members pursuant to Sections 4.4(b), (c), and/or (d), hereof will be taken into account in computing subsequent allocations of profits and losses, so that the net amount of any items charged or credited to Capital Accounts pursuant to Sections 4.4 will to the extent possible, be equal to the net amount that would have been allocated to the Capital Account of each Member pursuant to the provisions of this Article if the special allocations required by Sections 4.4(b), (c), and/or (d), had not occurred.

Section 4.5 Distributions

(a) All distributions of cash or other property shall be made pro rata in proportion to the Distributional Interests as of the record date of such distribution, except as otherwise required by Section 704(b) of the Code for major capital events. All distributions of Distributable Cash and property shall be made at such time as determined by the Managers.

(b) The Member is responsible for reimbursing the Company for the amount of federal, state and local tax withheld and paid by the Company. The Company is authorized to withhold from distributions to a Member and to pay over to a federal, state or local government any amounts required to be withheld pursuant to the Code, or any provisions of any other federal, state or local law. All amounts withheld pursuant to the Code or any provisions or state or local tax law with respect to any payment or distribution to the Members from the Company shall be treated as amounts distributed to the relevant Member pursuant to this Section 4.5.

(c) The Company will recognize any transfer of a Distributional Interest only to the extent the transfer complies with Article X.

(d) No Member has a right to any distribution in any form other than money. The Company may not make a distribution in kind unless the Member receiving the in-kind distribution consents; all Members receive undivided interests in the same property; or all Members receive, in proportion to their rights to distribution, interests in substantially equivalent property.

(e) All distributions are subject to set-off by the Company:

- (1) in the case of a Member, for any past-due obligation of the Member to make a contribution to the Company; and
- (2) in the case of an Economic Interest Owner, for any past-due obligation owed to the Company by the Member who originally owned the economic interest.

Section 4.6 Allocation of Distributions

Distributions of cash or other property, if made, will be allocated according to each Member's and Economic Interest Owner's Distributional Interest on the record date of such distribution. For any Membership Interest or Distributional Interest not owned by the same person for the entire fiscal year, the allocation will be prorated.

Section 4.7 Limitations on Distributions

(a) No distributions will be made and paid if, after the distribution is made, the Company would be insolvent or the net assets of the Company would be less than zero.

(b) The Managers may base a determination that a distribution may be made under this Section 4.5 in good faith reliance upon a balance sheet and profit and loss statement of the Company represented to be correct by the person having charge of its books of account or certified by an independent public or certified public accountant or firm of accountants to fairly reflect the financial condition of the Company.

ARTICLE V
TAX MATTERS**Section 5.1 Tax Characterization**

The Members acknowledge that the Company will be treated as a partnership for Federal and State tax purposes. All provisions of this Agreement and the Company's Articles of Organization are to be construed so as to preserve that tax status.

Section 5.2 Accounting Decisions

(a) The Managers will make all decisions as to accounting matters.

(b) The Managers, in their sole discretion, may cause the Company to make whatever elections the Company may make under Federal or State laws, provided that the Managers will make any tax election requested by Members owning a Majority Interest.

Section 5.3 Accounting Principles

The profits and losses of the Company will be determined in accordance with generally accepted accounting principles applied on a consistent basis using the accrual method of accounting.

Section 5.4 Accounting Period

The Company's accounting period will be the calendar year.

Section 5.5 Tax Returns

(a) The Managers will cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns required in each state where the Company does business. Copies of such returns, or pertinent information therefrom, will be furnished to the Members within a reasonable time after filing of the returns.

(b) Within ninety (90) days after the end of each Fiscal Year, the Managers will cause to be delivered to each person who was a Member at any time during such Fiscal to such Member's last known address a Form K-1 and such other information, if any, with respect to the Company as may be necessary for the preparation of each Member's Federal or State income tax or information returns, including a statement showing each Member's share of income, gain or loss and credits for the Fiscal Year.

Section 5.6 Financial Reports

As soon as reasonably practicable after the end of the Company's Fiscal Year, the Company will cause to be prepared and furnished to each Member financial statements for the Company for the year then ending. The financial statements of the Company need not be audited. Estimates may be provided to Members in advance of completion of the final statements.

Section 5.7 Tax Matters Partner

A Manager, who is also a Member, will act on behalf of the Company as the "tax matters partner" within the meaning of Section 6231 of the Code. Such designated Member shall make all tax and accounting determinations in good faith. If an audit of the Company's federal, state or local income tax return is commenced (i) the designated Member will promptly advise each other Member of the audit, (ii) the designated Member will promptly advise each other Member of any scheduled telephonic or other meetings with the Internal Revenue Service, (iii) each Member will have the right to have a representative attend such meetings, and (iv) the designated Member shall not make any election or decision under the Code or make any statement, filing or agreement with the Internal Revenue Service without prior Member consent which shall not be unreasonably withheld.

ARTICLE VI **REQUIRED RECORDS**

The Company shall maintain and preserve, during the term of the Company, the accounts, books, and other relevant Company documents. Upon reasonable written request, each Member shall have the right, at a time during ordinary business hours, as reasonably determined by the Manager, to inspect and copy, at the requesting Member's expense, the Company documents identified in Section 1-40 of the Act, and such other documents which the Managers, in their discretion, deem appropriate. Former Members will have access for proper purposes to Required Records pertaining to the period during which they were Members. The Required Records will

reflect clearly and accurately all transactions and other matters relative to the Company's business as are usually entered into books and records of account maintained by Persons engaged in businesses of a like character. A Member has the right upon written demand given to the Company to obtain at the Company's expense a copy of the Agreement.

ARTICLE VII **MANAGEMENT**

Section 7.1 Powers and Authority of Manager

Except for the powers of the Members contained in Section 8.1 and to the extent otherwise provided in this Agreement or the Act, the Managers have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. The Managers, by a majority vote of the Managers, are authorized to make any contracts, enter into any transactions, and make and obtain any commitments on behalf of the Company to conduct or further the Company's business.

Section 7.2 Number, Tenure and Qualifications

The Company will have three (3) Managers who are elected by the Members in accordance with Section 8.1. The Managers will continue in office until removal by the Members or until a Manager resigns from office. The Managers may, but need not be, a Member of the Company. The removal of a Manager who is also a Member does not affect the Manager's rights as a Member and will not constitute dissociation.

Section 7.3 Removal

At a meeting called expressly for that purpose, the Manager(s) may be removed at any time, with or without cause, by the affirmative vote of Members holding a Majority Interest. The removal of a Manager(s) who is also a Member shall not affect the Manager's rights as a Member and shall not constitute dissociation.

Section 7.4 Resignation and Replacement of Manager

The Manager(s) may resign at any time by delivering written notice to the Members. The resignation will take effect on the date specified in the written notice, unless the Members designate an earlier date. The resignation of a Manager(s) who is also a Member does not affect the Manager's rights as a Member and will not constitute a withdrawal of a Member.

Section 7.5 Conduct

Each Manager must discharge his duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the Manager reasonably believes to be in the best interests of the Company. In discharging their duties, the Managers may, in determining the best long term and short term interests of the Company, consider the effects of any action upon employees and customers of the Company or its subsidiaries, communities in which offices and operations of the Company or its subsidiaries are located, and all other pertinent factors.

Section 7.6 Liability for Certain Acts

A Manager(s) shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of gross negligence, reckless conduct, intentional misconduct or a knowing violation of law.

Section 7.7 No Exclusive Duty

The Manager(s) are not required to manage the Company as their sole and exclusive function and they may have other business interests and engage in activities in addition to those relating to the Company, so long as the activity does not compete with the activities of the Company or any of its affiliates. Neither the Company nor any Member has any right, by virtue of this Operating Agreement, to share or participate in such other investments or activities of the Managers or to the income or proceeds derived therefrom.

Section 7.8 Banking and Other Accounts

All property in the form of cash not otherwise invested will be deposited in one or more accounts maintained in such financial institutions as the Managers determine or will be invested in short-term liquid securities and withdrawals will be made only in the regular course of Company business on such signature or signatures as the Managers may determine from time to time.

Section 7.9 Amendments to Articles of Organization

The Managers may amend the Articles of Organization without Member action to: (a) remove the name and address of any manager named in the Articles of Organization who is no longer a manager; (b) change the registered agent and registered office; and (c) restate the Articles of Organization.

Section 7.10 Manager Salary

The salary and other compensation of the Managers will be fixed from time to time by the Members in accordance with Section 8.1. The Managers are not prevented from receiving a salary because he is also a Member of the Company.

Section 7.11 Officers

The Managers may retain officers, including a President, Vice President and Chief Financial Officer/Controller, as deemed necessary to undertake certain responsibilities on behalf of the Company. The Managers will determine the precise duties of the officers at the time of engagement.

Section 7.12 No Authority of Members or other Persons

Except as may be authorized by the Managers, no Member or other individual has the authority to make any contracts, enter into any transactions, or make any commitments on behalf of the Company.

ARTICLE VIII
ACT OF MEMBERS AND MEMBER MEETINGS

Section 8.1 Super Majority Powers of Member

(a) The following actions are the exclusive power of the Members and require sixty-six and 2/3rds approval by the Members:

- (1) Amending the Operating Agreement;
- (2) Amending the Articles of Organization, except as provided in Section 7.9;
- (3) Authorizing any transaction providing for the sale, license, lease, mortgage or other disposition of all, or substantially all, the assets of the Company;
- (4) Compromising an obligation of a Member to make a contribution or return money or other property paid or distributed in violation of the Act;
- (5) Admitting new Members;
- (6) Authorizing the dissolution of the Company; and
- (7) Waiving the right to have the Company's business wound up and the Company terminated.

(b) The following actions are the exclusive power of the Members and require approval by Members holding at least a Majority Interest:

- (1) Determining that the Company requires additional Capital Contributions and the methods and procedure for obtaining such additional capital contributions on behalf of the Company;

- (2) Fixing the Manager's salary and compensation; and
- (3) Electing and removing Managers.

Section 8.2 Acts of Members

Except to the extent that the Act or this Agreement requires otherwise, an act of the Members consists of either:

- (a) A vote of Members holding at least a Majority Interest at a properly called meeting of the Members, when a quorum is present; or
- (b) Written action without a meeting as provided in Section 8.9.

Section 8.3 Meetings of the Members

The Members will meet at such times and upon such notice as the Members determine; provided, however, that the Members meet at least annually. Meetings of the Members may be validly called by any Manager or by any Member for the purpose of the transaction of such business as may come before the meeting.

Section 8.4 Place of Meetings

Meetings of the Members will be held at the Company's principal place of business or at some other suitable location, as designated by the Managers. The Managers, or their designee, will chair each meeting of the Members. Any meeting of the Members may be adjourned from time to time to another date, time and place. If, at the time of adjournment, the person chairing the meeting announces the date, time and place at which the meeting will be reconvened, it is not necessary to give any further notice.

Section 8.5 Notice of Meetings

Written notice of each meeting of the Members stating the date, time and place and, in the case of a special meeting, the purpose or purposes, must be given to every Member at least five (5) days and not more than thirty (30) days prior to the meeting. The business transacted at a special meeting of Members is limited to the purposes stated in the notice of the meeting.

Section 8.6 Record Date

The date on which notice of the meeting is mailed will be the record date for determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this section, such determination applies to any adjournment.

Section 8.7 Quorum

Representation of Members holding at least a Majority Interest constitutes a quorum. If a quorum is present when a properly called meeting is convened, the Members present may continue to transact business until adjournment, even though the departure of Members originally present leaves less than the proportion otherwise required for a quorum.

Section 8.8 Proxies

A Member may cast or authorize the casting of a vote by filing a written appointment of a revocable proxy with a Manager or Managers of the Company at or before the meeting at which the appointment is to be effective. The Member may sign or authorize the written appointment by means of electronic transmission stating, or submitted with information sufficient to determine, that the Member authorized the transmission. Any copy, facsimile, telecommunication or other reproduction of the original of either the writing or the transmission may be used in lieu of the original, if it is a complete and legible reproduction of the entire original.

Section 8.9 Action by Members without a Meeting

Any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all Members and filed in the minutes of the proceedings of the Members. Action taken under this section is effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date.

Section 8.10 Waiver of Notice

A Member may waive notice of the date, time, place and purpose of a meeting of Members. A waiver must be in writing and may be made before, at or after the meeting. Attendance by a Member at a meeting is a waiver of notice of that meeting, unless the Member objects at the beginning of the meeting to the transaction of business because the meeting is not properly called or convened, or objects before a vote on an item of business because the item may not properly be considered at that meeting and does not participate in the consideration of the item at that meeting.

Section 8.11 Telephone Conference

Each Member is deemed to have attended a meeting if such Member participates in the meeting by means of a conference telephone call or any other mechanism whereby each Member attending the meeting can hear and be heard by all of the other Members in attendance.

Section 8.12 Compensation

Members will not receive compensation for their services rendered as Members. Members are not precluded from serving the Company in any other capacity and receiving reasonable compensation for such services.

ARTICLE IX
TRANSACTIONS WITH MEMBERS AND MANAGERS

Nothing in this Operating Agreement prevents any Member or Managers from making secured or unsecured loans to the Company or entering into other transactions by agreement with the Company, as long as each such loan or transaction is approved by those disinterested Members who own a Majority Interest of all interests owned by disinterested Members. The approval must be based on all material information concerning both the transaction and the Member's or Manager's relationship to the transaction.

ARTICLE X
TRANSFERABILITY**Section 10.1 General Restriction on Transfer**

A Member may sell, assign, convey, transfer, encumber, pledge, grant a security interest in, or otherwise dispose of, voluntarily or involuntarily, in whole or in part, its interest in the Company only to the extent consistent with this Article, the Act, the Code and Regulations.

Section 10.2 Transfer of Distributional Rights

A Member may transfer its Distributional Interest in whole or in part. As to the Company, a transfer of a Distributional Interest is effective only when the Company has received notice of the transfer and has noted the transfer in the Required Records. The transferee shall become an Economic Interest Owner and is entitled to receive only the share of profits and distributions to which the transferor otherwise would be entitled. The transferee will neither become a Member nor exercise any rights of a Member.

Section 10.3 Right of First Refusal

(a) Sales of Distributional Interests to third party purchasers who are not Members of the Company are subject to rights of first refusal of the remaining Members and the Company. If a Member desires to sell all or any portion of its Membership Interest in the Company to a third party purchaser who is not a Member of the Company, the selling Member will:

- (1) Obtain from such third party purchaser a bona fide written offer to purchase such interest, stating the terms and conditions upon which the purchase is to be made and the consideration offered;

- (2) Give written notification to the remaining Members and the Company of its intention to transfer such interest, furnishing to the remaining Members and the Company a copy of the written offer to purchase such interest.

(b) The Company (by vote of those remaining Members who hold a Majority Interest) and each of the remaining Members, on a basis pro rata to their Distributive Interests or on a basis pro rata to the Distributive Interests of those remaining Members exercising their right of first refusal, have the right to purchase all, but not less than all, of the interest proposed to be sold by the Selling Member upon the same terms and conditions as stated in the written offer. If the Company delivers a notice of exercise, the Company's right to purchase the interest supercedes that of the remaining Members. The Company's and the remaining Members' right to purchase the interest must be exercised by giving written notification to the selling Member of their intention to do so within thirty days of the date of the written notification received from the Selling Member.

(c) The failure of either the Company or any of the remaining Members to notify the Selling Member of their desire to exercise this right of first refusal within the thirty day period will result in the termination of the right of first refusal and the Selling Member will be entitled to consummate the sale of its interest in the Company to such third party purchaser, provided that the sale will be consummated within sixty days following the expiration of the thirty day right of first refusal period.

(d) In the event the Company or the remaining Members give written notice to the Selling Member of their desire to exercise this right of first refusal and to purchase all of the Selling Member's interest in the Company, the Company or remaining Members will have the right to designate the time, date, and place of closing, provided that the date of closing will be within sixty days following expiration of the thirty day right of first refusal period.

Section 10.4 Transfer of Membership Interest to Another Member or the Company

(a) Any Member who wishes to make a transfer pursuant to this section shall make a written offer to sell to the Company or to other Members, as applicable, all of such Membership Interests and will simultaneously send a copy of the offer to the Company and each of the other Members. The offer must be executed by the Member and specify the material terms, including the price, on which the Company or Members may purchase the Membership Interests.

(b) Upon receipt of the offer, the Company (by vote of those remaining Members who hold a Majority Interest) and each of the Members will have the right to purchase, at the offer price, all of the Membership Interests subject to the offer, provided that if the Company delivers a notice of exercise, the Company's right to purchase the Membership Interests supersedes that of the other Members.

(c) The right of the Company and the Members to purchase the Membership Interests pursuant to this Section will be exercisable by written notice and delivered to the

Selling Member within thirty days of the date of the offer. The offer will be irrevocable during this thirty day period.

(d) Upon receipt of a notice of exercise from the Company within the option period, the Selling Member will sell the Membership Interests subject to the offer to the Company and the Company will buy such Membership Interests within sixty days of the date of receipt by the Selling Member of the notice of exercise and the Selling Member will notify the other Members of such sale.

(e) If notices of exercise are received within the option period only from Members, then the Selling Member will sell the Membership Interests subject to the offer to such Members pro rata to their Percentage Interests, and such Members will buy such Membership Interests within sixty days of the date of receipt by the Selling Member of the notice of exercise.

(f) In the event neither the Company nor any of the Members exercise their option to purchase the Membership Interests subject to the offer, the Selling Member will have the right, for a period of ninety days from the expiration of the option period to enter into an agreement to sell the Membership Interests to a third party at a price not less than the offer price and on such terms as set forth in the offer. The agreement to sell the Membership Interests will be subject to the remaining Members' acceptance of the third party as a Member. If the Members approve the third party, then the selling Member must sell the Membership Interests within sixty days from receiving such approval by the Members.

(g) In the event neither the Company nor any of the Members exercise their option to purchase all of the Membership Interests subject to the offer and the Selling Member does not sell its Membership Interests in accordance with Section 10.4(f), such Selling Member will not sell the Membership Interests subject to the offer without again complying with the provisions of this Section 10.4.

Section 10.5 Gifts

A Member may gift all or any portion of its Membership Interest to the Gifting Member's spouse, former spouse, or lineal descendent including adopted children, subject to Section 10.7.

Section 10.6 Exception for Transfers between Entities and Entity Owners

Transfer of any Membership Interest owned by an Entity to that Entity's owners is exempt from the requirements of this Article X, provided that the transfer is pro rated based on the ownership interest of each owner and a Majority Interest of Members consent prior to the transfer.

Section 10.7 Requirements for Transfer

As a condition to the Company recognizing the effectiveness of either the purchase of the Selling Member's interest in the Company by a third party purchaser or the gift of a Membership

Interest, the remaining Members may require the Selling Member, Gifting Member or the proposed purchaser, donee or successor-in-interest, as the case may be, to execute, acknowledge and deliver to the remaining Members such instruments of transfer, assignment and assumption which the remaining Members may deem necessary or desirable to verify the purchase, gift or transfer.

Section 10.8 Transferee Not Member in Absence of Approval

Notwithstanding anything contained herein to the contrary, approval by the Members in accordance with Section 8.1 is required before a purchaser, transferee or donee may be admitted as a Member. If approval is not given, then the purchaser, transferee or donee will be merely an Economic Interest Owner.

ARTICLE XI **DISSOCIATION**

Section 11.1 Governing Provisions of the Act

The Company shall elect to be governed by the dissociation provisions of the Act effective July 1, 2001.

Section 11.2 Member's Power to Dissociate

A Member does not have the power, rightfully or wrongfully, to dissociate from the Company before the dissolution and winding up of the Company.

Section 11.3 Events Causing Member Dissociation

A Member is dissociated from the Company upon the occurrence of any of the events specified in Section 35-45 of the Act or if a Person who is a Member prior to the effective date of this Operating Agreement, refuses to sign and be bound by the terms of the Operating Agreement.

Section 11.4 Effect of Member's Dissociation

(a) Upon a Member's dissociation, the Company will cause the dissociated Member's Membership Interest to be purchased in accordance with Section 35-60 of the Act within 120 days of the Member's dissociation from the Company.

(b) The Member ceases to be a Member and the Member's right to participate in Member activities terminates.

ARTICLE XII **DISSOLUTION**

Section 12.1 Events Resulting in Dissolution

The Company shall be dissolved as provided for in Section 35-1 of the Act or upon the unanimous written agreement of all Members.

Section 12.2 Winding Up or Continuation after Dissolution

The Company shall continue after dissolution only for the purpose of winding up its business, unless at any time after the dissolution of the Company and before the winding up of its business is completed, the Members unanimously waive the right to have the Company's business wound up and the Company terminated. A Member or Manager who, with knowledge of the dissolution, subjects the Company to liability by an act that is not appropriate for winding up the Company's business is liable to the Company for any damage caused to the Company arising from the liability.

Section 12.3 Liquidation and Distribution of Assets

(a) Upon dissolution, an accounting shall be made of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Managers shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Managers shall:

- (1) Sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Managers may determine to distribute any assets to the Members in kind),
- (2) Allocate any profit or loss resulting from such sales to the Members' Capital Accounts in accordance with Article IV hereof,
- (3) Discharge all liabilities of the Company, including liabilities to Members who are creditors, to the extent otherwise permitted by law, other than liabilities to Members for distributions, and establish such Reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Account of the Members, the amounts of such Reserves shall be deemed to be an expense of the Company),
- (4) Distribute the remaining assets in the following order:

(i) If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of the Members. Such assets shall be deemed to have been sold as the date of dissolution for their fair market value, and the Capital Accounts of the Members shall be adjusted pursuant to the provisions of Article IV of this Operating Agreement to reflect such deemed sale.

(ii) The positive balance (if any) of each Member's Capital Account (as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs) shall be distributed to the Members (or Economic Interest Owners), either in cash or in kind, as determined by the Managers and agreed to by the Members, with any assets distributed in kind being valued for this purpose at their fair market value as determined pursuant to Section 12.3(b)(4)(i). Any such distributions to the Members (or Economic Interest Owners) in respect of their Capital Accounts shall be made in accordance with the time requirements set forth in Section 1.704-1(b)(2)(ii)(b)(2) of the Treasury Regulations.

(c) Notwithstanding anything to the contrary in this Operating Agreement, upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a Deficit Capital Account (after giving effect to all contributions, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

Section 12.4 Articles of Dissolution

When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed, Articles of Dissolution as required by the Act, will be filed with the Illinois Secretary of State.

Section 12.5 Effect of Filing of Articles of Dissolution

Upon the filing of Articles of Dissolution, the existence of the Company will cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Act. The Managers will have authority to distribute any Company property discovered after dissolution and take such other action as may be necessary on behalf of and in the name of the Company.

Section 12.6 Return of Contribution Non-Recourse to Other Members

Except as provided by law or as expressly provided in this Operating Agreement, upon dissolution, each Member will look solely to the assets of the Company for the return of its Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contribution of one or more Members, such Member or Members will have no recourse against any other Member, except as otherwise provided by law.

**ARTICLE XIII
INDEMNIFICATION**

The Company shall, to the maximum extent permitted under Section 15-7 of the Act, indemnify and make advances for expenses to Members and Managers. Indemnification of Members, Managers, employees or agents beyond that provided in the Act shall only occur with the consent of Members with a Majority Interest.

**ARTICLE XIV
GENERAL PROVISIONS****Section 14.1 Notices**

All notices, offers or other communications required or permitted pursuant to this Operating Agreement will be deemed received on the day personally delivered, or on the next business day if sent by overnight delivery service, or on the third business day after mailing, certified or registered mail, return receipt requested, to the addresses listed in the Required Records. Members are responsible for notifying the Company of any address changes by delivering written notice to the Managers.

Section 14.2 Successors

This Agreement and all the terms and provisions hereof are binding upon and will inure to the benefit of the Members and their respective legal representatives, heirs, successors and assigns, except as expressly herein otherwise provided.

Section 14.3 Governing Law

This Agreement is governed, construed and enforced in conformity with the laws of the State of Illinois.

Section 14.4 Counterparts

This Agreement may be executed in counterparts, each of which will be an original, but all of which will constitute one and the same instrument.

Section 14.5 Severability

The invalidity of any provision of this Agreement will not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed as severable from the other sections or provisions of this Agreement.

Section 14.6 No Third Party Beneficiaries

This Agreement will be binding upon and inure to the benefit of only the Parties hereto, and their respective successors. No third parties will derive any benefits from or have any rights pursuant to this Agreement.

Section 14.7 Execution of Additional Instruments

Each Member hereby agrees to execute such other and further statements of interest and holdings, designations and other instruments necessary to comply with any laws, rules or regulations.

Section 14.8 Construction

Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

Section 14.9 Headings

The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

Section 14.10 Waivers

The failure of any party to seek redress for default of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a default, from having the effect of an original default.

Section 14.11 Rights and Remedies Cumulative.

The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights the parties may have.

Section 14.12 Partition

The Members hereby agree that no Member, nor any successor to any Member, shall have the right while this Agreement remains in effect to have any property of the Company partitioned, or to file a complaint or institute any proceedings at law or in equity to have the property of the Company partitioned, and, to the fullest extent permitted by law, each Member, on behalf of itself and its successors in interest, hereby waives any such right.

Section 14.13 Amendments

This Agreement may be amended only by unanimous agreement of the Members in accordance with Section 8.1.

Section 14.14 Entire Agreement

The Members acknowledge that this Agreement contains the entire understanding among the Members and supersedes any and all prior understandings and/or written or oral agreements among the Members or between any Member and the Company with respect to the organization and operation of the Company and relations among the Members, Managers and the Company. There are no representations, agreements, arrangements, restrictions, limitations or understandings, oral or written, between and among the Parties hereto or between the Company and Party hereto relating to the subject matter of this agreement which are not fully expressed herein.

Section 14.15 Investment Representations


- (a) The undersigned Members understand:
 - (1) that the interests in the Company evidenced by this Agreement have not been registered under the Securities Act of 1933, as amended, or any state securities laws because the Company is issuing these interests in reliance upon the exemptions from the registration requirements of the securities laws providing for issuance of securities not involving a public offering;
 - (2) that the Company has relied upon the fact that the interests in the Company are to be held by each Member for investment; and
 - (3) that exemption from registration under the securities laws would not be available if the Company interests were acquired by a Member with a view to distribution.

- (b) Accordingly, each Member hereby confirms to the Company that such Member is acquiring the interests in the Company for such own Member's account, for investment and not with a view to the resale or distribution thereof. Each Member agrees not to transfer, sell or offer for sale any portion of the interests in the Company unless there is an effective registration or other qualification relating thereto under the applicable securities laws or unless the holder of the Company interests delivers to the Company an opinion of counsel, satisfactory to the Company, that such registration or other qualification under such applicable securities laws is not required in connection with such transfer, offer or sale. Each Member understands that the Company is under no obligation to register the Company interests or to assist such Member in complying with any exemption from registration under the securities laws if such Member should at a later date wish to dispose of the Company interests.
- (c) Prior to acquiring the Company interests, each member made an investigation of the Company and its business and all information with respect thereto which such Member needed to make an informed decision to acquire the Company interests was made available to such Member. Each Member considers itself to be a person possessing experience and sophistication as an investor which is adequate for the evaluation of the merits and risks of such Member's investment in the Company.

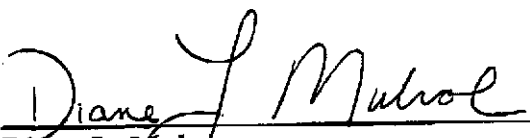
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IN WITNESS WHEREOF, the Members have adopted this Operating Agreement as of the day and date first set forth above.

MEMBERS:



John R. Losch
1263 Montclair Place
Schaumburg, IL 60173



Diane L. Mulroe
2202 Michael Manor Lane
Arlington Heights, IL 60004